JD(ATL)–29–14
New Orleans, LA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

UNITED STATES POSTAL SERVICE		
and	**Cases**	**15-CA-093567**
		15-CA-093572
DEBORAH RUTHERFORD, an Individual		**15-CB-084264**
		15-CB-095238
and		
NATIONAL ASSOCIATION OF LETTER CARRIERS BRANCH 124		
and		
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO		

Stephen Bensinger, Esq., for the General Counsel.
Roderick Eves, Esq. (United States Postal Service Law Department), for the Respondent United States Postal Service.
Thomas Ciantra, Esq. (Cohen, Weiss and Simon LLP), for the Respondents National Association of Letter Carriers, AFL–CIO and National Association of Letter Carriers Branch 124.

DECISION

STATEMENT OF THE CASE

ROBERT A. RINGLER, Administrative Law Judge. Between February 18 and 20, 2014,[1] this case was heard in New Orleans, Louisiana. The complaint alleged the National Association of Letter Carriers Branch 124 (Branch 124), and its parent union, the National Association of Letter Carriers, AFL-CIO (the NALC) (collectively called the Union or Respondent Union) violated Section 8(b)(1)(A) and (2) of the National Labor Relations Act (the Act) by: failing to

[1] Two post-hearing conferences were held on March 25 and May 1, 2014, which addressed various stipulations, post-hearing discovery matters and exhibits. See (ALJ Exhs. 3–4).

provide a collective-bargaining agreement to Deborah Rutherford; and causing her to lose her assigned route. The complaint further alleged that the United States Postal Service (the USPS) violated Section 8(a)(1) and (3) by: threatening Rutherford; and contributing to the loss of her route.

On the entire record, including my observation of the demeanor of the witnesses, and after thoroughly considering the parties' briefs, I make the following[2]

FINDINGS OF FACT[3]

I. JURISDICTION

The USPS is subject to the National Labor Relations Board's (the Board's) jurisdiction under Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101 et seq. (the PRA). Branch 124 and the NALC are labor organizations, as defined by Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Introduction

This case involves Rutherford's temporary detail from her City Letter Carrier position to an Acting Supervisor slot. The Union determined that Rutherford performed this supervisory detail in excess of 4 months, which prompted it to successfully file a grievance seeking to remove her from her route. Rutherford contends that the Union retaliated against her because she withdrew her membership, while the Union and USPS aver that their actions were unrelated to her withdrawal and authorized by the collective-bargaining agreement.

B. Collective-Bargaining Agreement

The 2006–2011 collective-bargaining agreement between the USPS and NALC (the CBA) designated the NALC as the exclusive collective-bargaining representative for all City Letter Carriers employed by the USPS (the unit).[4] Branch 124 administered the CBA within the New Orleans area. The grievance, which ousted Rutherford from her route, was based upon Article 41, *Letter Carrier Craft*, of the CBA:

> **Section 1, Posting**
>
> A. In the Letter Carrier Craft . . . .

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2 The General Counsel's unopposed Motion to Correct the Transcript, which is contained in his post-hearing brief, is granted.

3 Unless otherwise explained, factual findings arise from admissions, joint exhibits, stipulations and uncontroverted testimony.

4 Although the CBA was supplanted by a successor agreement that became effective on January 10, 2013, the relevant provisions remained unchanged.

> 2. . . . . ***The duty assignment of a full-time carrier detailed to a supervisory position, including a supervisory training shall be declared vacant and shall be posted for bid in accordance program <u>in excess of four months</u> with this Article.*** Upon return to the craft the carrier will become an unassigned regular. A letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section l.A.2 . . . .

(U. Exh. 5) (emphasis added).

The CBA is publicly posted on the NALC's website (i.e., http://www.nalc.org). It is also printed, with editorial commentary, in the NALC-USPS Joint Contract Administration Manual (the JCAM), which is available in virtually every postal facility.[5] (U Exh. 6; Tr. 137–38).

C. Rutherford's Withdrawal as a Union Member

On March 16, 2011, Rutherford submitted a *Cancellation of Organization Dues from Payroll Withholdings* form to the USPS and NALC. (GC Exh. 3). Prior to her withdrawal, she had been a Union member for 6 years. Branch 124 issues a newsletter, *The Mailbag*, to its members; in the June 2011 edition, it announced Rutherford's withdrawal. (GC Exh. 21).

Both Branch 124 Shop Steward Steven Ancar and Branch 124 President Charles Vigee denied knowing that Rutherford canceled her membership, which is incredible. Concerning Ancar, who is responsible for overseeing only a limited set of City Letter Carriers at his assigned station, it is implausible that he would not learn of her status change. Regarding Vigee, who likely edits and reviews *The Mailbag* as President, it is equally improbable that he would not note membership changes that are important enough to print and disseminate to constituents. Moreover, given that the Union is likely concerned with dues revenues and unit support, it is doubtful that the President and affected Shop Steward would not note Rutherford's withdrawal.

D. Rutherford's Assignment and Related Events

1. Temporary Supervisory Detail

Chastity Bart, Customer Service Manager, approved Rutherford's temporary supervisory assignment. Her initial *Assignment Order* listed a starting date of January 31, 2012,[6] with an ending date of June 2. (GC Exh. 6(a); see also GC Exh. 7 (Rutherford's Time and Attendance report (the T&A)).[7] On February 18, Bart cancelled her temporary supervisor detail and returned her to the City Letter Carrier craft; she cited short-staffing issues. (GC Exhs. 6(b), 8; Tr. 48). The T&A reflected Rutherford's cursory return to mail delivery.[8]

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5 This manual, which was jointly prepared by the USPS and NALC, guides the interpretation of the CBA.

6 Unless otherwise stated, all dates herein are in 2012.

7 Codes 7220 and 7210 on the T&A signify City Letter Carrier duties (i.e. sorting and delivering mail).

8 Her T&A, however, contrarily demonstrated that she received H/L E-17 wages (i.e. temporary supervisor pay) on February 18, which Bart and Rutherford described as an error. (GC Exh. 7).

(GC Exh. 7 at p. 18). Rutherford recommenced her supervisory detail on February 21.[9] (GC Exh. 7). On March 31, Bart completed another *Assignment Order*, which memorialized her return to her supervisory detail. (GC Exh. 6(c)). A subsequent *Assignment Order* was then prepared, which extended her supervisory detail through September 2; this tour was, however, terminated when she returned to the City Letter Carrier craft in late–June. (GC Exhs. 6(d)–(e)).

2. February CBA Request

In February,[10] Bart, Rutherford and Shop Steward Ancar discussed Rutherford's supervisory detail. Bart recollected Rutherford asking for a CBA and Ancar telling her to get it herself. Rutherford described this exchange:

> [I]t was after Mardi Gras. Myself and . . . [Bart] were sitting at the supervisor's desk . . . and . . . ***Ancar approached to inform me that in 120 days that I would have to go back to my route***. Prior to that I had heard six months, so I questioned him . . . . He said, no, it's four months, that's what it states in the contract . . . . I asked him if he could . . . get me a copy of the contract . . . . And he told me I could get it myself. And basically that was the end of the conversation.

(Tr. 512) (emphasis added). Rutherford stated that, although she had Internet access, she did not know that the CBA was posted on the NALC website, or contained in the JCAM.

Ancar denied Rutherford's CBA request. He averred that, if she had made such a request, he would have referred her to the JCAM, which was stored at the Algiers Station.

Inasmuch as Bart and Rutherford testified that a CBA was requested and Ancar replied "go get it yourself," and Ancar denied this exchange, I must make a credibility determination. I credit Bart and Rutherford, who were consistent. It is also plausible that Rutherford would have requested a CBA, after Ancar warned her about her potential route loss.

3. Rutherford's June 20 Exchange with Ancar and Return to her Mail Route

Bart testified that, on June 20, she, Rutherford and Ancar had this exchange:

> [W]e were at the . . . supervisor's desk . . . . He stated that she was over her days and . . . we [replied] . . . no, she's not . . . .
>
> [H]e stated that, you know, everybody . . . had been watching and waiting and that . . . she was over by about two or three days . . . .
>
> I then told him that . . . she no longer wanted to be in management and that she was going back to her route. We asked . . . what could we do . . . . He . . . said it was too late because he had already bid . . . the off days. . . .

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[9] Bart related that codes 7080 and 7840 are supervisory codes, which are listed for Rutherford on those dates.

[10] The parties did not cite an exact date; the Complaint described, "an unspecified date in late-February."

> I asked him to . . . let it go. . . . [S]he didn't want to be in management . . . . It was only a few days, so I asked him . . . don't go through with . . . the grievance process, as far as taking her route. He . . . stated I was putting him in a pickle because I was asking him to do one thing and I'm sure [that other] people . . . [were] asking him to do something else.
>
> He left . . . the office . . . [and] said he would ponder . . . it . . . .

(Tr. 68–70). Bart added that she asked him whether a 1-day gap in her supervisory detail would create a new 4-month period, and recollected him stating that it would.[11] (Tr. 71). She related that they asked him what Rutherford could do and that he advised her to immediately return to her route, which she did**.** She recollected that others had been given warnings before their routes had been taken away, and cited Kenya Roybiskie as an example. See (GC Exh. 9). She said that Rutherford asked why she was not warned and he replied that he was unobligated to do so. Bart later completed an *Assignment Order*, which returned Rutherford to her City Letter Carrier position, effective June 18. See (GC Exhs. 6(e), 7 at p. 51, GC Exh. 8).

4. Branch 124's Grievance Seeking to Declare Rutherford's Route Vacant

On June 22, Ancar filed a class action grievance, which alleged that the USPS violated the CBA by, "not posting . . . [Rutherford's] bid assignment . . . [because she held] a supervisory position in excess of 120 days" (the Grievance).[12] (GC Exh. 13). The Grievance sought to have her route declared vacant and posted. Ancar testified that various City Letter Carriers, including Guy Banks, lobbied him to file the Grievance.[13] (Tr. 178). The Grievance alleged that Rutherford was a supervisor from February 18 to June 20 (i.e., over 4 months). (GC Exh. 14).

For several reasons, I credit Ancar's testimony that Branch 124 members lobbied him to file the Grievance. His demeanor on this point was believable, his testimony was consistent, and it's highly probable that others would have sought Rutherford's coveted route, which was a riding route with limited walking, minimal outdoor exposure, and weekends off.

5. Grievance Meeting and Settlement

On June 28, NALC Representative Montreal Cage and USPS Representative Paulette Gabriel met, and negotiated a settlement, concerning the Grievance. Their settlement provided:

> Management . . . failed to post the bid assignment of . . . City Carrier D G Rutherford . . . detailed to a supervisory position in excess of four (4) months in accordance with Section 41.1 A 2 of the National Agreement. . . .

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11 Such guidance, however, appears to contradict Art. 41 of the CBA, which provides that, "[a] letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section l.A.2," as well as the Union's act of filing the Grievance itself. I do not, as a result, credit this component of Bart's testimony.

12 The grievance errantly described the cap as 120 days, even though the CBA discussed a 4-month limitation.

13 Banks did not recall this matter.

> Management agrees to have the duty assignment of the full-time carrier declared vacant and posted for bid in accordance with Article 41 . . . .

(GC Exh. 15). Rutherford, thereafter, became an unassigned regular. See (GC Exhs. 16–17).

Branch 124 President Vigee contended that the CBA expressly required that a route be declared vacant, whenever a City Letter Carrier held a temporary supervisor position beyond 4 months,[14] and that the Grievance was "cut and dry." (Tr. 376). He stated, besides Rutherford, who was not a Union member, Branch 124 evenhandedly filed analogous grievances against similarly-situated City Letter Carriers, some of whom were members and others whose membership status was unknown to him. He cited the following examples: Lori Chambers[15] Kenya Roybiskie,[16] Juana Riley[17] and Darlene Torregano.[18] See (GC 11(c)–(h); U. Exhs. 2–5).

Gabriel, who represented management concerning the Grievance, testified that she reviewed Rutherford's T&A and concluded that the Grievance was valid. She noted, however, that, if she had realized that Rutherford served as a City Letter Carrier on February 18 and found that this stint interrupted her supervisory detail, she might have denied the Grievance. (Tr. 458). She speculated that, if February 20, were considered the first day of Rutherford's detail, she might have fallen short of 4 months. (GC Exh. 30). She stated that she was unaware that Rutherford was not a Union member, and that this status was never communicated to her.

I found both Vigee's and Gabriel's testimony on these matters to be highly credible. Concerning Vigee, his testimony regarding Branch 124's handling of this and similar grievances was essentially unrebutted, plausible and consistent with documentary evidence. Regarding Gabriel, her demeanor was stellar; she was outspoken, glaringly honest, willing to concede her own failure to consider alternatives, and possessed a limited stake in the outcome.

6. July 5 Discussion with Gabriel

Rutherford stated that, on July 5, she telephoned Gabriel concerning her route loss and was told that, "there was word that if you would have been in the union all of this would have been taken care of." (Tr. 527). She said that Gabriel never identified who made this comment.

Although Gabriel recalled speaking to Rutherford on this date, she staunchly denied saying that Rutherford's Union status impacted the Grievance. (Tr. 491). I fully credit Gabriel's denial; she was, as noted, a superior witness, with a stellar demeanor.

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14 He stated that Branch 124 used the terms 120 days and 4 months interchangeably, when enforcing Art. 41.

15 Chambers served as a temporary supervisor from mid-August 2011 through late June 2012.

16 Vigee was unsure whether Roybiskie was a Branch 124 member at the time, but, denied that her status played any role in her grievance. He added, however, that, because she did not possess a desirable route, the Union waited somewhat longer to file its grievance.

17 He was unsure whether she was a Branch 124 member, but, credibly denied that her status played any role.

18 He related that Torregano was a Branch 24 member, when the grievance was filed.

7. Bart's Discussion with Gabriel

Bart testified that after the Union filed the Grievance, she had a conversation with Gabriel, who related that Vigee would have been willing to withdraw the grievance, but Ancar was unyielding. Gabriel denied this conversation.

I credit Gabriel's testimony, which has been afforded great deference. It is also improbable that she would have sustained the Grievance, if she had been told it was a charade.

III. ANALYSIS

A. Threat[19]

Rutherford's testimony that Gabriel informed her that the Union would not have pursued the Grievance and connected settlement, if she had been a Union member, was not credited. This allegation is, therefore, dismissed.

B. Grievance Handling[20]

1. Precedent

The Union's pursuit, and settlement, of the Grievance was lawful. In *Miranda Fuel Co.*, 140 NLRB 181 (1962), the Board recognized that a union "must assume the responsibility to act as a genuine representative of all the employees in the bargaining unit." Id. at 184. The Board set forth the following representational standard:

> Section 7 thus gives employees the right to be free from unfair or irrelevant or invidious treatment by their exclusive bargaining agent in matters affecting their employment. This right of employees is a statutory limitation on statutory bargaining representatives, and we conclude that Section 8(b)(1)(A) of the Act accordingly prohibits labor organizations, when acting in a statutory representative capacity, from taking action against any employee upon considerations or classifications which are irrelevant, invidious or unfair.

Id. at 185. The Board also found that an employer, who participates in a union's arbitrary actions, violates the Act:

> We further conclude that a (union) and an employer also respectively violate Section 8(b)(2) and 8(a)(3) when, for arbitrary or irrelevant reasons or upon the basis of an unfair classification, the union attempts to cause or does cause an employer to derogate the status of an employee.

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19 This allegation is listed under pars. 5 and 11 of the complaint in Cases 15-CA-093567 and 15-CA-093572 (the CA complaint).

20 This allegation is listed under pars. 6–10, and 12 of the CA complaint, as well as pars. 7–13 of the complaint in Cases 15-CB-084264 and 15-CB-095238 (the CB complaint).

Id. at 186. The Board observed that a violation turns upon the finding that the action taken encourages membership in a labor organization. The Board noted that a Section "8(a)(3) or 8(b)(2) violation does not necessarily flow from conduct which has the foreseeable result of encouraging union membership, but that given such 'foreseeable result' the finding of a violation may turn upon an evaluation of the disputed conduct 'in terms of legitimate employee or union purposes.'" 140 NLRB at 187–88.

The Supreme Court has similarly recognized that a union owes its members a duty of fair representation. *Vaca v. Sipes*, 386 U.S. 171 (1967). The Court has, thus, held that a union, as long as it used good faith and honesty of purpose is afforded a "wide range of reasonableness" in representing unit employees. *Ford Motor Co. v. Hoffman*, 345 U.S. 330, 338 (1953). In *Truck Drivers Local 692 (Great Western Unifreight System)*, 209 NLRB 446, 448 (1974), the Board observed that not every union's negligent action by itself will constitute a breach of the duty of fair representation: "[s]omething more is required." Id.

2. Analysis

The Union's conduct regarding the Grievance satisfied the "wide range of reasonableness" standard. First, the Grievance was rationally based upon express, non-discriminatory, CBA language, which provided that a temporary supervisor's former route must be declared vacant after 4 months. Given that Rutherford's T&A demonstrated that she received temporary supervisory wages (i.e. H/L EO-17 pay status), without interruption, from January 31 through June 20 (i.e. a period almost eclipsing 5 months), the Union's pursuit of the Grievance was rational.[21] See (GC Exh. 7). Second, management's settlement of the Grievance further demonstrates its reasonableness; management clearly had no axe to grind with Rutherford (i.e. someone who was a supervisory prospect) and derived no benefit from sustaining the Grievance, beyond complying with the CBA. Management's endorsement of the Grievance, as a result, deeply undercuts any position that the Grievance was settled for invidious reasons, inasmuch management was unlikely to prejudice Rutherford absent a contractual requirement to do so. Third, the Union's willingness to pursue analogous grievances against members and employees of unknown membership status further demonstrates that its actions were not motivated by Rutherford's withdrawal of membership.[22] Fourth, the Grievance advanced the

[21] Although it appears that Rutherford temporarily returned to her City Letter Carrier position on February 18, the Grievance, which includes this date as part of her supervisory tenure (see (GC Exh. 14)), is not unreasonable. First, the CBA fails to expressly address whether such gaps are included in one's temporary supervisory period for purposes of Article 41. Second, there is some contractual support for the position that such gaps should count, inasmuch as Article 41 provides that, "a letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section l.A.2 [i.e. the rule that declares their route vacant after 4 months]." (U. Exh. 5). Third, although the General Counsel proffered an arbitral opinion, which held that returning a temporary supervisor to his City Letter Carrier position for the day to cover for absences is not prohibited by the CBA, this arbitral opinion is silent as to whether such days count towards the 4-month period that one's route is protected. (GC Exh. 22). In sum, the Union's inclusion of February 18 was valid.

[22] It is also noteworthy that vacating Rutherford's route was a facially neutral act, which did not promote the interests of Union members over non-members, unless it can be shown that the Union ***knew*** that one of its members would have been awarded the route, which was not done herein. Or put another way, the Union had no way of knowing that a very senior, non-Member, would be awarded Rutherford's route, which undercuts the contention that its actions were designed to harm a non-member.

Union's valid interest in not leaving potentially prime mail routes such as Rutherford's in indefinite limbo. Fifth, although Vigee and Ancar were generally aware that Rutherford was no longer a Union member, there is no evidence that Cage knew this fact, when he settled the Grievance. Cage's lack of knowledge further undercuts any contention that the Union's actions were discriminatory. Finally, no credible evidence was presented, which demonstrated that the Union harbored animus against Rutherford because she was not a member. To the contrary, Ancar tried to help her when he reminded her in February that she would lose her route if she exceeded 4 months on her detail; this benevolent warning hardly smacks of invidious intent.[23] In sum, the Union's, and USPS's, actions concerning the Grievance were rational, non-negligent, non-invidious and fair.

C. Information Request[24]

The Union unlawfully failed and refused to provide a CBA to Rutherford. The Board has held that, where a requesting employee has a legitimate interest in the information, whether expressed or obvious, and where the union has "raised no substantial countervailing interest" in refusing to provide the information, it must be provided. *Mail Handlers Local 307 (Postal Service),* 339 NLRB 93 (2003).

Rutherford had a legitimate interest in reviewing the CBA. As a result, Ancar's directive to "go get it yourself," without first confirming that she knew how to do obtain the CBA via the Internet or JCAM was unlawful.[25]

CONCLUSIONS OF LAW

1. The USPS is an employer subject to the Board's jurisdiction under Section 1209 of the PRA.

2. Branch 124 and the NALC are labor organizations, within the meaning of Section 2(5) of the Act.

3. The USPS did not unlawfully threaten employees.

4. The Union's and USPS's actions regarding Rutherford's Grievance were lawful.

5. The Union violated Section 8(b)(1)(A) of the Act by failing and refusing to provide a CBA to Rutherford.

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[23] If the Union truly sought to retaliate against Rutherford, Ancar would have stealthily filed a grievance on June 1, which alleged that she began her supervisory detail on January 31 (i.e., her actual start date) and fulfilled her 4 months as early as May 31. The Union's willingness to give her fair warning and a grace period by waiting until June 20 to file the Grievance hardly demonstrates invidious intent.

[24] This allegation is listed under pars. 5 and 11 of the complaint in cases 15-CA-093567 and 15-CA-093572 (the CA complaint).

[25] His actions violated the Act, even if he innocently assumed that she knew about the JCAM or the Union's website, and was solely being difficult by giving him a directive that she could have accomplished on her own. Moreover, suggesting self-help is invalid, unless one first verifies that the requestor has a means to gain access.

6. This unfair labor practice affects commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent Union has engaged in an unfair labor practice, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act, which includes providing the requested CBA to Rutherford, unless it has already done so. Branch 124 is further ordered to distribute appropriate remedial notices electronically via email, Intranet, Internet, or other appropriate electronic means to its members and represented employees, if it normally communicates with such workers in this manner, in addition to the traditional physical posting of paper notices on a bulletin board. See *J. Picini Flooring*, 356 NLRB No. 9 (2010).

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[26]

ORDER

The Respondent Union, National Association of Letter Carriers Branch 124, New Orleans, Louisiana, and its parent union, the National Association of Letter Carriers, AFL-CIO, Washington, DC, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing and refusing to furnish the collective-bargaining agreement that Rutherford requested in February 2012.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish the requested collective-bargaining agreement to Rutherford, if it has not already done so.

(b) Within 14 days after service by the Region, post at its union office in New Orleans, Louisiana, copies of the attached notice marked "Appendix."[27] Copies of the notice, on forms provided by the Regional Director for Region 15, after being signed by the Respondent

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[26] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[27] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Union's authorized representative, shall be posted by the Respondent Union and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily posted. Reasonable steps shall be taken by the Respondent Union to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent Union has gone out of business or closed the facility involved in these proceedings, the Respondent Union shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent Union at any time since February 1, 2012. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an Intranet or an Internet site, and/or other electronic means, if the Respondent Union customarily communicates with its employees and members by such means.

(c) Within 21 days after service by the Regional Office, file with the Regional Director for Region 15 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. October 23, 2014

Robert A. Ringler
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT fail or refuse to provide a collective-bargaining agreement to Deborah Rutherford, or any other employee represented by National Association of Letter Carriers Branch 124, which is relevant to them in assessing their contractual rights.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, if we have not already done so, provide the collective-bargaining agreement to Deborah Rutherford that she requested in February 2012.

NATIONAL ASSOCIATION OF LETTER CARRIER BRANCH 124, affiliated with NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
(Labor Organization)

Dated: _____ **By:** _____
(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

600 South Maestri Place, 7th Floor, New Orleans, LA 70130-3413
(504) 589-6361, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/15-CA-093567 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (504) 589-6389.